

1 Dennis Chin (State Bar No. 236466)
2 Ogas Chin, LLP
3 1300 Clay Street, Suite 600
4 Oakland, CA 94612
5 (510) 645-1529

6 Attorney for Defendant and Third Party Plaintiff Thomas Perkins
7
8

9 UNITED STATES DISTRICT COURT
10 NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION
11

12 WILLIE YORK, CAROLYN YORK MILES,)

13 Plaintiffs,

14 v.

15 BANK OF AMERICA, CHAMPION
16 MORTGAGE COMPANY, REVERSE
17 MORTGAGES OF CALIFORNIA, INC.,
18 JAMES B. NUTTER AND CO., THOMAS
19 PERKINS, STEPHEN TALCOTT, AGNES
20 MCNAMARA, and Does 1 to 50, inclusive.

21 Defendants.
22

23 THOMAS PERKINS,

24 Third Party Plaintiff,
25

26 v.
27

28 RPM MORTGAGE, INC., a California
Corporation; NL INC., a California
Corporation; ERIN ROBERT HIRT; and
ROES 1 to 20, inclusive,

Third Party Defendants.

Case No. 14 CV 02471 RS
ORDER
STIPULATION TO EXTEND
DATE OF MEDIATION

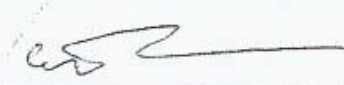
STIPULATION TO EXTEND DATE OF MEDIATION
YORK ET AL. v. BANK OF AMERICA ET AL., CASE NO. 14 CV 02471 RS

1 DEFENDANT and THIRD PARTY PLAINTIFF THOMAS PERKINS has recently
 2 retained new counsel, and will need to time catch up to speed with the case. Accordingly, his
 3 deposition will need to be rescheduled from June 17, 2016 to July 28, 2016.

4 IT IS HEREBY STIPULATED AND AGREED between PLAINTIFFS WILLIE YORK
 5 and CAROLYN MILES YORK; DEFENDANTS BANK OF AMERICA, CHAMPION
 6 MORTGAGE COMPANY, REVERSE MORTGAGES OF CALIFORNIA, INC., JAMES B.
 7 NUTTER AND CO., THOMAS PERKINS, STEPHEN TALCOTT, AGNES MCNAMARA;
 8 THIRD PARTY PLAINTIFF THOMAS PERKINS; and THIRD PARTY DEFENDANTS RPM
 9 MORTGAGE, INC., NL INC., ERIN ROBERT HIRT, by and through their attorneys of record,
 10 that the deadline for mediation shall be extended to August 11, 2016. Mediation briefs will be
 11 due by August 4, 2016.

12 This stipulation may be executed in multiple counterparts, all of which shall be deemed
 13 originals, and with the same effect as if all Parties had signed the same document. All of such
 14 counterparts shall be construed together with and shall constitute one stipulation, but in making
 15 proof, it shall be only necessary to produce one such counterpart. A facsimile, scanned or
 16 electronic transmission shall be deemed valid and enforceable as an original.

17
 18 DATED: 6/21/16


 Robert F. Kane
 Law Offices of Robert F. Kane
 Attorneys for Plaintiffs Willie York & Carolyn Miles York

19
 20
 21
 22 DATED: _____

Allison V. Lippa
 McGuire Woods, LLP
 Attorneys for Defendant Bank of America, N.A.

23
 24
 25
 26 DATED: _____

Glenn H. Wechsler
 Law Offices of Glenn H. Wechsler
 Attorneys for Defendant and Counter-claimant
 Champion Mortgage

1 DEFENDANT and THIRD PARTY PLAINTIFF THOMAS PERKINS has recently
 2 retained new counsel, and will need to time catch up to speed with the case. Accordingly, his
 3 deposition will need to be rescheduled from June 17, 2016 to July 28, 2016.

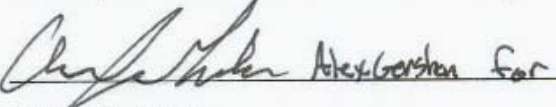
4 IT IS HEREBY STIPULATED AND AGREED between PLAINTIFFS WILLIE YORK
 5 and CAROLYN MILES YORK; DEFENDANTS BANK OF AMERICA, CHAMPION
 6 MORTGAGE COMPANY, REVERSE MORTGAGES OF CALIFORNIA, INC., JAMES B.
 7 NUTTER AND CO., THOMAS PERKINS, STEPHEN TALCOTT, AGNES MCNAMARA;
 8 THIRD PARTY PLAINTIFF THOMAS PERKINS; and THIRD PARTY DEFENDANTS RPM
 9 MORTGAGE, INC., NL INC., ERIN ROBERT HIRT, by and through their attorneys of record,
 10 that the deadline for mediation shall be extended to August 11, 2016. Mediation briefs will be
 11 due by August 4, 2016.

12 This stipulation may be executed in multiple counterparts, all of which shall be deemed
 13 originals, and with the same effect as if all Parties had signed the same document. All of such
 14 counterparts shall be construed together with and shall constitute one stipulation, but in making
 15 proof, it shall be only necessary to produce one such counterpart. A facsimile, scanned or
 16 electronic transmission shall be deemed valid and enforceable as an original.

17
 18 DATED: _____

19 Robert F. Kane
 20 Law Offices of Robert F. Kane
 21 Attorneys for Plaintiffs Willie York & Carolyn Miles York

22 DATED: June 21, 2016

23 
 24 Allison V. Lipa
 25 McGuire Woods, LLP
 26 Attorneys for Defendant Bank of America, N.A.

27 DATED: _____

28 Glenn H. Wechsler
 Law Offices of Glenn H. Wechsler
 Attorneys for Defendant and Counter-claimant
 Champion Mortgage

1 DEFENDANT and THIRD PARTY PLAINTIFF THOMAS PERKINS has recently
 2 retained new counsel, and will need to time catch up to speed with the case. Accordingly, his
 3 deposition will need to be rescheduled from June 17, 2016 to July 28, 2016.

4 IT IS HEREBY STIPULATED AND AGREED between PLAINTIFFS WILLIE YORK
 5 and CAROLYN MILES YORK; DEFENDANTS BANK OF AMERICA, CHAMPION
 6 MORTGAGE COMPANY, REVERSE MORTGAGES OF CALIFORNIA, INC., JAMES B.
 7 NUTTER AND CO., THOMAS PERKINS, STEPHEN TALCOTT, AGNES MCNAMARA;
 8 THIRD PARTY PLAINTIFF THOMAS PERKINS; and THIRD PARTY DEFENDANTS RPM
 9 MORTGAGE, INC., NL INC., ERIN ROBERT HIRT, by and through their attorneys of record,
 10 that the deadline for mediation shall be extended to August 11, 2016. Mediation briefs will be
 11 due by August 4, 2016.

12 This stipulation may be executed in multiple counterparts, all of which shall be deemed
 13 originals, and with the same effect as if all Parties had signed the same document. All of such
 14 counterparts shall be construed together with and shall constitute one stipulation, but in making
 15 proof, it shall be only necessary to produce one such counterpart. A facsimile, scanned or
 16 electronic transmission shall be deemed valid and enforceable as an original.


17
 18 DATED: _____

19 Robert F. Kane
 20 Law Offices of Robert F. Kane
 21 Attorneys for Plaintiffs Willie York & Carolyn Miles York

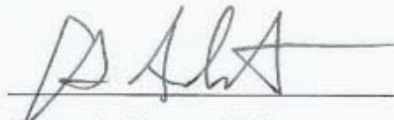
22 DATED: _____

23 Allison V. Lipka
 24 McGuire Woods, LLP
 25 Attorneys for Defendant Bank of America, N.A.

26 DATED: June 21, 2016

27 
 28 Glenn H. Wechsler
 Law Offices of Glenn H. Wechsler
 Attorneys for Defendant and Counter-claimant
 Champion Mortgage

1
2 DATED: 6/21/16



3 Steven A. Simontachhi
4 Phillips, Downs, & Simontachhi
5 Attorneys for Third Party Defendant NL, Inc.

6 DATED: _____

7 David D. Doyle
8 Doyle & Schallert
9 Attorneys for Defendant Reverse Mortgages of California

10 DATED: _____

11 David E. Harris
12 Miller Starr Regalia
13 Attorneys for Third Party Defendants
14 RPM Mortgage, Inc., & Erwin Robert Hirt

15 DATED: _____

16 Dennis Chin
17 Ogas Chin, LLP
18 Attorneys for Defendant and Third Party Plaintiff
19 Thomas Perkins

20 **ORDER**

21 The above agreement of the parties and their attorneys have been duly considered by the
22 Court, and good cause appearing therefore, IT IS ORDERED that the above agreement is
23 approved, and each party is ordered to fully comply with all terms and conditions thereof to be
24 performed on his or her own part.

25
26 Dated: _____

27 JUDGE _____
28

1
2 DATED: _____

3 Steven A. Simontachhi
4 Phillips, Downs, & Simontachhi
5 Attorneys for Third Party Defendant NL., Inc.

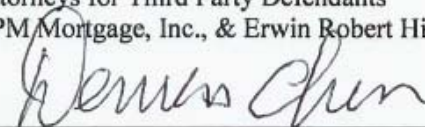
6 DATED: 6/22/16

7 
8 David D. Doyle
9 Doyle & Schallert
10 Attorneys for Defendant Reverse Mortgages of California

11 DATED: _____

12 David E. Harris
13 Miller Starr Regalia
14 Attorneys for Third Party Defendants
15 RPM Mortgage, Inc., & Erwin Robert Hirt

16 DATED: 6/22/16

17 
18 Dennis Chin
19 Ogas Chin, LLP
20 Attorneys for Defendant and Third Party Plaintiff
21 Thomas Perkins

22 **ORDER**

23 The above agreement of the parties and their attorneys have been duly considered by the
24 Court, and good cause appearing therefore, IT IS ORDERED that the above agreement is
25 approved, and each party is ordered to fully comply with all terms and conditions thereof to be
26 performed on his or her own part.

27 Dated: _____

28 JUDGE _____

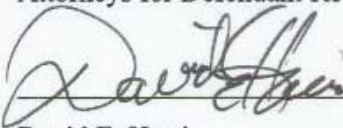
1
2 DATED: _____

3 Steven A. Simontachhi
4 Phillips, Downs, & Simontachhi
5 Attorneys for Third Party Defendant NL., Inc.

6 DATED: _____

7 David D. Doyle
8 Doyle & Schallert
9 Attorneys for Defendant Reverse Mortgages of California

10 DATED: June 21, 2016


11 David E. Harris
12 Miller Starr Regalia
13 Attorneys for Third Party Defendants
14 RPM Mortgage, Inc., & Erwin Robert Hirt

15 DATED: _____

16 Dennis Chin
17 Ogas Chin, LLP
18 Attorneys for Defendant and Third Party Plaintiff
19 Thomas Perkins

20 **ORDER**

21 The above agreement of the parties and their attorneys have been duly considered by the
22 Court, and good cause appearing therefore, IT IS ORDERED that the above agreement is
23 approved, and each party is ordered to fully comply with all terms and conditions thereof to be
24 performed on his or her own part.

25
26 Dated: 6/29/16


27 JUDGE